

SERIAL 03016 S AUTO BODY REPAIR

DATE OF LAST REVISION: August 08, 2006 CONTRACT END DATE: August 31, 2008

AMENDMENT #1 – (DTD 8/07/06) SEE CHANGE TO SECTION 2.8

AUGUST 31, 2008
~~**AUGUST 31, 2006**~~
CONTRACT PERIOD THROUGH ~~JULY 31, 2005~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AUTO BODY REPAIR [NIGP 92819]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 30, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
 Gidget Vigil, Equipment Services
 Patrick Spencer, Risk Management
 Emilee Eckroad, Risk Management
 Trisha Rough, Risk Management
 Kathy Sicard, Materials Management

(Please remove Serial 99239-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **AUTO BODY REPAIR [NIGP 92819]**

1.0 **INTENT:**

The intent of this Invitation for Bids (IFB) is to establish a two - (2) year multi-vendor contract for Auto Body Repair, under accident claims or customer request upgrades to County owned vehicles. The pricing section is grouped into ~~three~~ **four** (3) categories: Cars and Light Trucks, Heavy-duty Trucks, and Off-road Equipment. Bidders are instructed to bid on only those categories their facility is equipped to repair. Incidental to the body repair services, the Contractor(s) must also provide vehicle air conditioning repairs/recharging; front-end alignment services, and body welding services.

Maricopa County records indicate expenditure of approximately \$500,000.00 during the last 12 months. The auto body repairs expense for the future will depend upon the number of vehicles in use and other relevant factors.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 DEFINITIONS:

- 2.1.1 Mechanical: front and rear suspension, drive train components, radiator condensers, air bags, and other sensors, steering columns, lights, computer controls and associated wiring, engines, transmissions, final drives, extension slides, hydraulic components, steering motors.
- 2.1.2 Body/fender: sheet metal components, glass, door and window mechanisms, latching devices, bumpers, trailer hatches, mounted accessories and devices (fuel tanks, tool boxes, emergency lighting, remote power equipment), dump beds, roll over protection security (ROPS).
- 2.1.3 Off Road Equipment: back hoe, trackers, road graders, bulldozers, other earth moving construction equipment.
- 2.1.4 Rework: Any services provided to the County that is deemed unacceptable and thus must be returned to the Contractor for the purposes of making corrections to the satisfaction of the County.

2.2 JOB ASSIGNMENTS:

This contract will be awarded to multiple contractors. The Contractor of record having the lowest labor bid price based by category will be contacted first by the County. If the Contractor is unable to meet the County's required time for returning the repaired vehicle, Equipment Services will contact the next lowest bidder. The County will document Contractors that consistently decline job assignments, non-compliance with regard to response time or any other required compliance issues. This will be considered just cause for the County to review the performance of that Contractor and take corrective actions as necessary.

2.3 NOTIFICATION:

The Service Coordinator at Maricopa County Equipment Services Department, 3325 West Durango Street, Phoenix, will coordinate with the Contractor(s) for all service requirements under this contract. The Contractor shall pick-up the vehicle at this address and respond on-site within the same business day of notification. The Contractor shall notify the Service Coordinator at 602-506-4678 of any delays in pickup, delivery, and repairs. Contractors are responsible for vehicle pickup and delivery at no cost to the County.

2.4 ESTIMATE OVER \$1,000.00:

All estimates shall be in writing. The Contractor shall prepare a preliminary estimate to repair the vehicle within four (4) business hours of notification in accordance with the contracted price submitted in Attachment A. PRICING. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The Contractor shall contact Risk Management at 602-506-2298, with the results of the preliminary estimate. Risk Management shall coordinate with the County's appraiser of record to inspect and prepare a written estimate of the subject vehicle. Risk Management shall then issue a claim number to the Contractor.

2.5 ESTIMATE UNDER \$1,000.00:

The Contractor shall prepare a written estimate within four- (4) business hours of notification, in accordance with the bid price submitted in Attachment A. PRICING. Equipment Services will approve all repairs under this threshold. The Service Coordinator shall issue a claim number using the work order number and the County vehicle ID number for tracking. The Contractor shall hand deliver the estimate to the Service Coordinator, if subject vehicle is at Equipment Services Durango location or fax (602-506-6013) a copy.

2.6 CUSTOMER REQUEST UPGRADES:

The procedures shall be the same as section 2.5

2.7 ACCEPTANCE OF REPAIRS:

2.7.1 Repairs over \$1,000.00: the Contractor shall submit the original invoice and appraisal to Risk Management Department, Attention: Claims Manager, at 222 N. Central Avenue, Suite 1110, Phoenix, Arizona, 85004.

2.7.2 Repairs under \$1,000.00: the contractor shall submit the original invoice to Equipment Services Department, Accounts Payable, 3325 West Durango Street, Phoenix, Arizona 85004.

2.7.3 All invoices MUST post the following requirements:

- 2.7.3.1 County purchase order number
- 2.7.3.2 Contract serial number
- 2.7.3.3 Vehicle ID number
- 2.7.3.4 Work order number
- 2.7.3.5 Description of work performed
- 2.7.3.6 Detail itemized parts listing and pricing
- 2.7.3.7 Total labor rates with labor hours

All invoices without the aforementioned requirements will be returned to the Contractor for corrections thus delaying payment The contractor must resubmit a revised/corrected invoice within 3 business days.

2.8 DETERMINATION OF "TOTALLED" VEHICLE:

In cases where a vehicle must be dismantled in order to determine if it is a "total loss" it will be the responsibility of the Contractor, before the vehicle is dismantled, to contact the County Appraiser ~~(623) 780-0189~~ **(602) 506-2298** and get approval for the work. The Contractor shall notify the Service Coordinator at Equipment Services (602) 506-4678 that the work has been approved, dismantling is complete and the condition of the vehicle. If the vehicle is determined to be a "total loss" the contractor shall be entitled to recover cost incurred for dismantling at a rate that is fair and reasonable according to industry standards as approved by the County Appraiser. It shall be the responsibility of the County Service Coordinator to have the vehicle picked up and brought back to Equipment Service Department 3325 W. Durango. It shall be the responsibility of Risk Management to provide a complete "total loss" statement with all pertinent information including the high salvage bidder to Equipment Services Coordinator by mail or fax (602) 506-6013.

Maricopa County shall be responsible for payment of towing charges one-way from the Equipment Services Department to the vendor's location if the vehicle is declared a total loss.

2.9 HIDDEN DAMAGE:

During the course of repair, if additional damages are found that were not included in the original estimate; the Contractor shall contact the Appraiser ~~(623) 780-0189~~ **(602) 506-2298** to re-inspect and approve. A revised estimate shall be made by the Appraiser and sent to the Risk Management Department, Attn: Claims Manager, 222 N. Central Avenue, Suite 1110, Phoenix, Arizona, 85004.

2.10 DELIVERY AND APPROVAL:

The vehicle shall be delivered to Equipment Services Department at 3325 West Durango Street, Phoenix, AZ 85009. A Service Coordinator or Shop Supervisor will approve the body repairs. The Contractor shall have the invoice signed by the Service Coordinator as receipt of delivery. The invoice shall match the approved appraisal. Equipment Services will have trained personnel to thoroughly inspect repair work and check that all parts on the appraisal have been properly installed on the vehicle and that quality of repairs meets County standards. If the work is unacceptable, the Contractor will be notified within 48 hours and required to make corrections. This will be at no additional cost to the County. The Contractor shall arrange for the pickup and delivery at no cost to the County.

2.11 DOCUMENTATION OF CONTINUED NON-PERFORMANCE:

Each Contractor performing repairs to County vehicles under the terms and conditions of this contract must provide professional workmanship and avoid rework. Rework will affect job allocations and may result in default of contract. If there are more than three (3) reworks in a 12-month period, the County will submit all documentation to Materials Management Department for a determination of default of contract. The following are the sequence to toleration:

- 2.11.1 The first time a vehicle is returned for rework, the Contractor will receive a letter of warning from the Equipment Services Department. The letter will detail the conditions of non-performance. At the County's option, photographs may be attached depicting any issues of non-acceptance.
- 2.11.2 The second instance, the Contractor will be notified in writing, and required to attend a meeting conducted by Equipment Services and the Materials Management procurement officer, for the purposes of discussing how the Contractor will implement a quality assurance program. This meeting will be documented.
- 2.11.3 The third occurrence, a thirty- (30) day written notice will be issued by the Materials Management Department. The Contractor must rectify the repeated issues of non-performance. Failure to cure the matter within a thirty-day time line or any reoccurrence of non-performance after issuance of the Letter of Cure will result in contract termination by reason of non-performance.

2.12 PUBLIC SAFETY EMERGENCY WORK:

The Contractor agrees to accept emergency work as determined by the County. The Contractor agrees to give such emergency work priority over all other work in the Contractor's shop. Emergencies will be justified only on vehicles used regularly by the County agencies engaged in providing for the safety, health or welfare of the general public (i.e. Sheriff's fleet). Equipment Services will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If Contractor cannot perform expeditious work on emergency vehicles, the next Contractor shall be contacted to perform the work.

2.13 AGREEMENT OF APPRAISAL:

The Contractor agrees to charge at the actual hourly rates shown in ATTACHMENT A and shall not include any predetermined manual rates that may be customarily or otherwise used in calculating charges in the industry for work performed. The County appraiser will compare appraisal to the Contractor's estimate using industry standards. Any dispute concerning a question of whose appraisal is fair and reasonable under this contract which is not disposed of by agreement, both Contractor and County Appraiser shall conduct a re-evaluation. The lower cost appraisal will be used for repair.

2.14 SITE VISITS, PERFORMING DUE DILIGENCE:

A site inspection shall be performed by the selected staff comprised of Equipment Services personnel in the evaluation process prior to award. The inspection is to determine the Contractor's facility has the ability to perform such repairs as specified herein. Failure to meet any requirements is cause for the County to reject a bid. The County reserves the right to visit the Contractor's facility at any time after an award has been made.

A written determination of responsibility will be issued to the Materials Management Department based on the following criteria:

- 2.14.1 Adequate personnel with knowledge
- 2.14.2 Adequate shop capacity, equipment and tools required to perform the specifications
- 2.14.3 Vendor reference check

2.15 CONTRACTOR REQUIREMENTS:

2.15.1 EXPERIENCE:

The Contractor's firm shall be in the auto body collision repair business a minimum of five-(5) consecutive years and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor's body and fender technicians assigned to this contract shall have a minimum of five-(5) years' experience. Proof of these requirements must accompany bid package (certified by credited industry organization or training facility (i.e ICAR))

2.15.2 DUST-FREE PAINT BOOTH:

The Contractor shall have a dust free paint booth that is in legal compliance with all applicable laws, municipal codes, and EPA compliant. The total repair facility shall conform to all applicable, city, county, state and federal codes, no exceptions. Proof of ownership of a dust free paint booth must accompany bid package.

2.15.3 UNIBODY ALIGNMENT SYSTEM:

The Contractor shall have a unibody dedicated or universal bench system at the repair facility. The Contractor's technical staff shall be adequately trained to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. This shall not be necessary for vendors that only bid the truck body repair category or off-road equipment. Proof of ownership of such equipment must accompany bid package.

2.15.4 REPAIR EQUIPMENT:

The Contractor's shop shall be equipped with all equipment necessary to make repairs that meet or exceed the specifications for the category bid. This will be documented in the County's due diligence.

2.15.5 AIR CONDITIONING REPAIR/RECHARGING SERVICES:

The Contractor shall have on site technical staff who are certified in Freon® recycling and charging. Air Conditioning technicians shall have the expertise to repair all aspects of a vehicles A/C system. Vendors submitting bids must include sufficient information to confirm this.

2.15.6 FRONT-END ALIGNMENT:

The Contractor shall perform re-alignment as required. This service shall be a thrust alignment for frame vehicles and four-wheel alignments for unibody vehicles. A printout of the readings after the alignment shall be provided with each repair order -- no exceptions. The Contractor's designated personnel shall be certified to perform re-alignments. Proof of such must accompany bid package.

2.15.7 WELDING SERVICES:

The Contractor shall have Tig or Mig and stick welding equipment for body welding. Gas welding is not acceptable, no exceptions. The Contractor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The Contractor shall be responsible for total replacement of vehicles on board computers damaged due to the Contractor's negligence by not disconnecting the computers before any welding operations.

2.15.8 TURN-AROUND TIME:

The Contractor shall state in the repair estimate, the total turn around time for the complete repairs. The Contractor shall coordinate with Equipment Services, Service Coordinators at 602-506-4678 on all auto body repairs and all delays on parts, supplies, and service.

2.15.9 SUBLET WORK:

If the Contractor sublets portions of the auto body repair, it shall be included in the estimate. The subcontractors labor rates shall not exceed the prime contractors labor rates as specified in ATTACHMENT A.

2.15.10 WARRANTY:

The Contractor shall provide a written warranty of minimum of one- (1) year. The Contractor shall guarantee the reliability and the accuracy of the sublet repairs just as if the work was done at their facility. The Contractor shall supply all sublet documentation (windshield/glass replacement, framework, alignments, upholstery, etc.)

2.15.11 PARTS REQUIREMENT:

2.15.11.1 New Parts-The Contractor shall replace all parts with Original Equipment Manufacturer (OEM), no exceptions. New parts shall be used unless authorized in writing by the County. The Contractor shall provide proof of purchase of OEM parts.

2.15.11.2 Old Parts- The Contractor shall retain replaced parts for **48 hours after delivery for inspection**. Failure to notify Equipment Services of substitution with an after-market part, will be cause for replacement with O.E.M. parts at no additional cost to the County – parts and labors.

2.15.12 REPAIR:

The Contractor shall guarantee and demonstrate that all structural procedures performed meet or exceed O.E.M. specifications. The Contractor shall perform all repairs according to the vehicle's factory recommended repair techniques and according to industry standards. If no repair techniques are recommended, then Inter-Industry Conference on Automotive Collision Repair (I-CAR) procedures are to be used.

2.15.13 I-CAR CERTIFICATION:

The Contractors technicians and body repair facility shall be I-CAR certified, with the exception of the heavy truck repairs. Proof of certification must accompany bid package.

2.15.14 PAINT REQUIREMENT:

The Contractors shall apply paint materials equal to the longevity of the original paint manufacturer's.

2.15.15 QUALITY CONTROL:

All installations and fabrications are subject to Equipment Services quality control inspection. All rework shall be performed at no additional cost to the County.

2.15.16 VEHICLE SECURITY:

The County vehicles shall be locked and stored in a covered secured area or building after repairs have been completed, while in the possession of the Contractor.

2.15.17 REQUIRED SUBMITTALS:

- 2.15.17.1 Proof of five- (5) consecutive years in the body/fender repair business.
- 2.15.17.2 Proof of five- (5) year's experience of technical staff in the body/fender industry.
- 2.15.17.3 Proof of ownership of a dust-free paint booth system.
- 2.15.17.4 Proof of ownership of a unibody dedicated or universal bench repair equipment.
- 2.15.17.5 Proof of Air Conditioning certification of each technician assigned to this service.
- 2.15.17.6 Proof of Front-end alignment certification of each technician assigned to this service.
- 2.15.17.7 Proof of ownership of a MIG, TIG or stick welder.
- 2.15.17.8 Proof of technical staff's I-CAR certification.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454, (wprice@mail.maricopa.gov)
WILLIAM THORNTON, PROCUREMENT CONSULTANT, 602-506-3248,
(bthornto@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES, 602-506-4674

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 27, 2003 AT 9:0A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT CONFERENCE ROOM, 320 W. LINCOLN ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days' written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

ACE AUTO COLLISION & PAINT SERVICES INC, PO BOX 610, GLENDALE, AZ 85301

S075301 / B0600926 / 92819/30/57

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

INTERNET ORDERING CAPACITY YES

OTHER GOVERNMENT AGENCY CAN USE THIS CONTRACT YES

BUSINESS HOURS: MONDAY THRU FRIDAY 8:00AM TO 5:00PM

ADDITIONAL FACILITIES: (contact person, address, telephone number)

OTHER CONTACTS: SAME FACILITY -

MARK CAMPBELL MANAGER SAME 623-939-9818

THOMAS CARPENTER ESTIMATOR SAME 623-939-9818

6.0 PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFYBY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

3RD 2ND CALL

6.1 CARS AND LIGHT TRUCKS (3/4 Ton or Lighter)

(up to 1-Ton)					YEAR	YEAR
		YEAR 1	YEAR 2	YEAR 3	2007	2008
Item number	Labor	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
6.1.1	Body & Fender	\$30.00	\$32.00	\$28.00	\$30.00	\$32.00
6.1.2	Frame	\$32.00	\$32.00	\$28.00	\$30.00	\$32.00
6.1.3	Mechanical	\$48.00	\$48.00	\$32.00	\$35.00	\$35.00
6.1.4	Paint	\$30.00	\$32.00	\$28.00	\$30.00	\$32.00
6.1.5	Paint/Materials	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
6.1.6	Decal Removal Preparations	\$30.00	\$32.00	\$28.00	\$ 5.00	\$ 5.00

Parts Cost: Discount from Manufactures Suggested Retail Price ~~12%-10%~~ **10% (eff. 09/01/06)**

Terms: 2% NET 30

Vendor Number: **W000002079 X**

Telephone Number: **623/939-2153**

Fax Number: 623/435-8138

Contact Person: Raymond Mobilia

E-mail Address: ravaceauto@qwest.net

Company Web Site: www.aceautocollisioninc.com

Certificates of Insurance Required

Contract Period: **August 31, 2006 2008.**
To cover the period ending ~~JULY 31, 2005~~

ARNOLDS TRUCK & BODY WORKS INC. 1209 GRAND AVENUE, PHOENIX, AZ 85007
(REMOVED 12/23/03)

S075301 / B0600926 / 92819/30/57

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

INTERNET ORDERING CAPACITY YES

OTHER GOVERNMENT AGENCY CAN USE THIS CONTRACT YES

BUSINESS HOURS: Monday - Friday; 8:00 a.m. to 4:00 p.m.

6.0 PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

2nd CALL

6.1 CARS AND LIGHT TRUCKS (3/4 Ton or Lighter) YEAR 1 YEAR 2

<u>Item number</u>	<u>Labor</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
<u>6.1.1</u>	<u>Body & Fender</u>	<u>\$30.00</u>	<u>\$30.00</u>
<u>6.1.2</u>	<u>Frame</u>	<u>\$30.00</u>	<u>\$30.00</u>
<u>6.1.3</u>	<u>Mechanical</u>	<u>\$48.00</u>	<u>\$48.00</u>
<u>6.1.4</u>	<u>Paint</u>	<u>\$30.00</u>	<u>\$30.00</u>
<u>6.1.5</u>	<u>Paint/Materials</u>	<u>\$20.00</u>	<u>\$20.00</u>
<u>6.1.6</u>	<u>Decal Removal Preparations</u>	<u>\$30.00</u>	<u>\$30.00</u>

Parts Cost: Discount from Manufacturers Suggested Retail Price 10%

2nd CALL

6.2 HEAVY TRUCKS (1 Ton or Heavier) YEAR 1 YEAR 2

<u>Item number</u>	<u>Labor</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
<u>6.2.1</u>	<u>Body & Fender</u>	<u>\$42.00</u>	<u>\$42.00</u>
<u>6.2.2</u>	<u>Frame</u>	<u>\$42.00</u>	<u>\$42.00</u>
<u>6.2.3</u>	<u>Mechanical</u>	<u>\$55.00</u>	<u>\$55.00</u>
<u>6.2.4</u>	<u>Paint</u>	<u>\$42.00</u>	<u>\$42.00</u>
<u>6.2.5</u>	<u>Paint/Materials</u>	<u>\$20.00</u>	<u>\$20.00</u>
<u>6.2.6</u>	<u>Decal Removal Preparation</u>	<u>\$42.00</u>	<u>\$42.00</u>

Parts Cost: Discount from Manufacturers Suggested Retail Price 10%

1st CALL

6.3 OFF ROAD EQUIPMENT YEAR 1 YEAR 2

<u>Item number</u>	<u>Labor</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
<u>6.3.1</u>	<u>Body & Fender</u>	<u>\$42.00</u>	<u>\$42.00</u>
<u>6.3.2</u>	<u>Frame</u>	<u>\$42.00</u>	<u>\$42.00</u>
<u>6.3.3</u>	<u>Mechanical</u>	<u>\$55.00</u>	<u>\$55.00</u>
<u>6.3.4</u>	<u>Paint</u>	<u>\$42.00</u>	<u>\$42.00</u>
<u>6.3.4a</u>	<u>Paint/Material</u>	<u>\$20.00</u>	<u>\$20.00</u>
<u>6.3.5</u>	<u>Decal Removal Preparation</u>	<u>\$42.00</u>	<u>\$42.00</u>

Parts Cost: Discount from Manufacturers Suggested Retail Price 10%

ARNOLDS TRUCK & BODY WORKS INC, 1209 GRAND AVENUE, PHOENIX, AZ 85007

Terms: _____ NET 30

Federal Tax ID Number: _____ 86-0250876

Vendor Number: _____ 860250876

Telephone Number: _____ 602/254-5571

Fax Number: _____ 602/254-1131

Contact Person: _____ Mary Eggleston

E-mail Address: _____ maryegg76@aol.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending JULY 31, 2005

AUTO SAFETY HOUSE, 2630 W BUCKEYE RD, PHOENIX, AZ 85009

S075301 / B0600926 / 92819/30/57

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES ____ NO

INTERNET ORDERING CAPABILITY: ____ YES X NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES X NO

BUSINESS HOURS: 7:00 AM - 8:00 PM Mon thru Friday

ADDITIONAL FACILITIES: (contact person, address, telephone number)
None In Maricopa County

6.0 PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

3rd 2nd 1st CALL

6.2 HEAVY TRUCKS (1 Ton or Heavier)		YEAR 1	YEAR 2	YEAR 3	YEAR 2007	YEAR 2008
Item number	Labor	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
6.2.1	Body & Fender	\$ 57.50	\$ 60.50	\$ 60.50	\$63.75	\$63.75
6.2.2	Frame	\$ 75.00	\$ 79.50	\$ 79.50	\$83.75	\$83.75
6.2.3	Mechanical	\$ 75.00	\$ 79.50	\$ 79.50	\$83.75	\$83.75
6.2.4	Paint Labor	\$ 57.50	\$ 60.50	\$ 60.50	\$63.75	\$63.75
6.2.5	Paint/Materials	7.5% Labor	7.5% Labor	\$ 30.00/paint hr.	34/phr	34/phr
6.2.6	Decal Removal Preparation	\$ 57.50	\$ 60.50	\$ 60.50	\$63.75	\$63.75

Parts Cost: Discount from Manufacturers Suggested Retail Price 10-50%* Dependent on Product Line

2nd 1st CALL

6.3 OFF ROAD EQUIPMENT		YEAR 1	YEAR 2	YEAR 3	YEAR 2007	YEAR 2008
Item number	Labor	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
6.3.1	Body & Fender	\$ 57.50	\$ 60.50	\$ 60.50	\$63.75	\$63.75
6.3.2	Frame	\$ 75.00	\$ 79.50	\$ 79.50	\$83.75	\$83.75
6.3.3	Mechanical	\$ 75.00	\$ 79.50	\$ 79.50	\$83.75	\$83.75
6.3.4	Paint Labor	\$ 57.50	\$ 60.50	\$ 60.50	\$63.75	\$63.75
6.3.5	Paint/Materials	7.5% Labor	7.5% Labor	\$ 30.00/paint hr.	34/phr	34/phr
6.3.6	Decal Removal Preparation	\$ 57.50	\$ 60.50	\$ 60.50	\$63.75	\$63.75

Parts Cost: Discount from Manufacturers Suggested Retail Price 10-50%* Dependent on Product Line

AUTO SAFETY HOUSE, 2630 W BUCKEYE RD, PHOENIX, AZ 85009

Terms: NET 30

Vendor Number: **W000000722 X**

Telephone Number: 602/269-9721

Fax Number: 602/278-3916

Contact Person: Rudy Garcia

E-mail Address: rudym@autosafetyhouse.com

Company Web Site: www.autosafetyhouse.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2006 2008.**
~~JULY 31, 2005~~

CHAPMAN LINCOLN MERCURY, 1330 E CAMELBACK ROAD, PHOENIX, AZ 85014
(REMOVED 5/19/05)

S075301 / B0600926 / 92819/30/57

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

INTERNET ORDERING CAPABILITY: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

BUSINESS HOURS: 8AM TO 5PM

6.0 PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

4th 3rd CALL

6.1 CARS AND LIGHT TRUCKS (3/4 Ton or Lighter) YEAR 1 YEAR 2

Item number	Labor	Hourly Rate	Hourly Rate
6.1.1	Body & Fender	\$34.00	\$35.00
6.1.2	Frame	\$34.00	\$35.00
6.1.3	Mechanical	\$65.00	\$66.00
6.1.4	Paint Labor	\$34.00	\$35.00
6.1.5	Paint / Materials (per flagged paint hour)	20	20
6.1.6	Decal Removal Preparations	34	35

Parts Cost: Manufacturer suggested retail price less discount 20% 20%

Terms: NET 30

Federal Tax ID Number: W000003919 X

Vendor Number: 861020401

Telephone Number: 602/264 1851

Fax Number: 602/266 9261

Contact Person: Bob Rose or Jerry Pena

E-mail Address: jerry_pena@chapmanchoice.com

Company Web Site: www.chapmanlincolnmercury.com

Certificates of Insurance Required

Contract Period: To cover the period ending JULY 31, 2005

FIVE STAR FORD, 7100 E MCDOWELL ROAD, SCOTTSDALE, AZ 85257

S075301 / B0600926 / 92819/30/57

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

INTERNET ORDERING CAPABILITY: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

BUSINESS HOURS: Monday-Friday 7:30AM - 5:30PM

6.0 PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1st CALL

6.1 CARS AND LIGHT TRUCKS (3/4-Ton or Lighter) (up to 1-Ton)		YEAR 1	YEAR 2	YEAR 3	YEAR 2007	YEAR 2008
Item number	Labor	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
6.1.1	Body & Fender	\$28.00	\$28.00	\$28.00	\$29.00	\$30.00
6.1.2	Frame	\$30.00	\$30.00	\$30.00	\$31.00	\$32.00
6.1.3	Mechanical	\$35.00	\$35.00	\$35.00	\$36.00	\$37.00
6.1.4	Paint	\$28.00	\$28.00	\$28.00	\$29.00	\$30.00
6.1.5	Paint/Materials	\$20.00	\$20.00	\$20.00	\$21.00	\$22.00
6.1.6	Decal Removal Preparations	\$15.00	\$15.00	\$15.00	\$16.00	\$17.00

Parts Cost: Discount from Manufacturers Suggested Retail Price 15%

1st CALL

6.2 HEAVY TRUCKS (Up to 2 Tons) (1-Ton or Heavier)		YEAR 1	YEAR 2	YEAR 3	YEAR 2007	YEAR 2008
Item number	Labor	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
6.2.1	Body & Fender	\$36.00	\$36.00	\$36.00	\$37.00	\$38.00
6.2.2	Frame	\$40.00	\$40.00	\$40.00	\$41.00	\$42.00
6.2.3	Mechanical	\$36.00	\$36.00	\$36.00	\$37.00	\$38.00
6.2.4	Paint (Including Materials)	\$30.00	\$30.00	\$30.00	\$31.00	\$32.00
6.2.5	Paint/Materials	\$20.00	\$20.00	\$20.00	\$21.00	\$22.00
6.2.6	Decal Removal Preparation	\$15.00	\$15.00	\$15.00	\$16.00	\$17.00

Parts Cost: Discount from Manufacturers Suggested Retail Price 15%

FIVE STAR FORD, 7100 E MCDOWELL ROAD, SCOTTSDALE, AZ 85257

Terms: NET 30

Vendor Number: **W000001900 X**

Telephone Number: 480/946-3900

Fax Number: 480/423-5266

Contact Person: **Mike Hanson**

E-mail Address: fivestarfrd@aol.com

Company Web Site: www.fivestarfords.com

Certificates of Insurance Required

Contract Period: **August 31, 2006 2008.**
To cover the period ending ~~JULY 31, 2005~~